



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 11, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY THE AMERICAN
FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Administrative Officer to sign the agreement between Los Angeles County and the American Federation of State, County, and Municipal Employees (AFSCME), for the latter to provide reimbursement of personnel costs for employees designated as working for the latter for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill AFSCME for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary for costs incurred pursuant to the agreement.

PURPOSE OF THE RECOMMENDED ACTION:

The recommended action will allow AFSCME to reimburse the County for all costs associated with an employee being provided by the County in meetings on public sector labor relations and related matters, and thereby assisting the County and its Departments in the expeditious resolution of labor disputes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal of fiscal responsibility. This contract will reimburse of County costs by AFSCME.

FISCAL IMPACT:

There is no fiscal impact.

JUSTIFICATION:

The scope of this Agreement is limited to the services of no more than the equivalent of ten (10) full-time employees at any one time. The Agreement will allow the employee to remain active on the County payroll with all costs associated with his/her County employment reimbursed by AFSCME.

FINANCING

AFSCME agrees to reimburse the County for actual costs of the employees affected, including salary, any bonuses, cash reimbursement for unused sick leave, and any excess vacation time deemed payable. Actual cost also includes the employees' benefits, including but not limited to retirement, health, life, and dental insurance, or Workers' Compensation benefits.

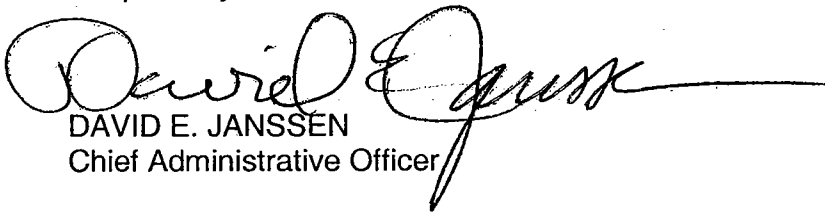
FACTS AND PROVISIONS:

The term of this agreement is from October 1, 2005, through September 30, 2007.

Each affected department is to invoice AFSCME each month, and AFSCME is to pay the full costs within 30 days.

The agreement has been approved as to form by County Counsel.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
RA:rla

Attachment

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES
AND THE AMERICAN FEDERAL OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 36,
FOR REIMBURSEMENT OF PERSONNEL COSTS**

This agreement, entered this 11th day of October, 2005, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and, American Federation of State, County, and Municipal Employees (AFSCME) Council 36, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "AFSCME Council 36".

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by AFSCME Council 36;

WHEREAS, AFSCME Council 36 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

The County of Los Angeles, through its CAO, shall provide up to five (5) County employees to AFSCME Council 36 when requested in writing by AFSCME Council 36, for the purpose of developing expertise in public sector labor relations, and thereby assisting the County in the expeditious resolution of labor disputes.

The employees so selected shall be designated by AFSCME Council 36 and shall serve for one to six month increments or, in the event of exigent circumstances, a lesser period.

2. Scope of Agreement

The scope of this agreement shall be limited to the services of no more than the equivalent of five full-time employees at any one time, of whom no more than three may be employees of a single bargaining unit. If a dispute arises as to the number of employees that may be released by any County department, the decision of the Chief Administrative Officer shall be final.

AFSCME Council 36 shall provide written notice to the County's designated representative a minimum of ten (10) days in advance of designating leave under this agreement. This provision may be waived by mutual agreement.

3. Payment

- A. Except as provided herein, AFSCME Council 36 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.
- B. County of Los Angeles shall tender to AFSCME Council 36 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and AFSCME Council 36 shall pay County the full costs invoiced within 30 days of the date of such statement.
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of AFSCME Council 36 on

deposit with the County without giving further notice to AFSCME Council 36 of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by AFSCME Council 36.

4. Term of Agreement

The term of the agreement shall be from October 1, 2005, through and including the last day of September 2007.

5. Termination

Either County or AFSCME Council 36 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, AFSCME Council 36 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and AFSCME Council 36, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

AFSCME Council 36 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

AFSCME Council 36 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against AFSCME

Council 36 arising out of the performance of this agreement. AFSCME Council 36 shall furnish immediately to County copies of all pertinent papers received by AFSCME Council 36.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee assigned to duties with AFSCME Council 36 under this agreement shall, upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall

constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

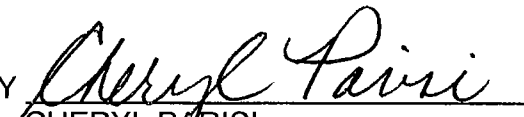
14. Safely Surrendered Baby Law


- A. AFSCME Council 36 shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this agreement and is also available on the Internet at www.babysafela.org for printing purposes.
- B. AFSCME Council 36 acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. AFSCME Council 36 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. AFSCME Council 36 will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply AFSCME Council 36 with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

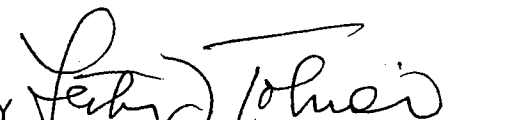
AFSCME COUNCIL 36

COUNTY OF LOS ANGELES

BY 
CHERYL PARISI
EXECUTIVE DIRECTOR

BY 
DAVID E. JANSSEN
CHIEF ADMINISTRATIVE

APPROVED AS TO FORM
RAYMOND G. FORTNER
COUNTY COUNSEL

BY 
LESTER J. TOLNAI
Principal Deputy
County Counsel